

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2004

Division: Management Services

Bulk Item: Yes X No

Department: Administrative Services

AGENDA ITEM WORDING:

Approval to award bid and enter into a contract with Eagle Security for Security Patrols and Services in the Duck Key Security District.

ITEM BACKGROUND:

Sealed bids for this service were opened on March 10, 2004. The three responsive bids are as follows: Keys Security @ \$62,540/yr, Eagle Security @ \$63,961/yr, and Majestic Security & Investigations @ \$64,806/yr. A bid from Statewide Security Enforcement & Investigations was determined to be non-responsive by the County Attorney's office.

On April 7, 2004, the Duck Key Security Advisory Board met to consider the bids and voted to award the contract to Eagle Security, Inc.

PREVIOUS REVELANT BOCC ACTION:

None.

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

Approval as stated above.

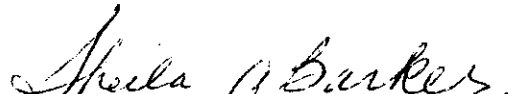
TOTAL COST: \$63,961.00 **BUDGETED:** Yes X No

COST TO COUNTY: \$63,961.00 **SOURCE OF FUNDS** Non Ad Valorem Special Assessment

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Sheila A. Barker

DOCUMENTATION: Included ✓ To Follow Not Required

DISPOSITION:

AGENDA ITEM # 028

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Eagle Security Contract #
 Effective Date: 5/1/04
 Expiration Date: 04/30/05

Contract Purpose/Description:
One year agreement for Security Services in the Duck Key Security District.

Contract Manager: Stacey Roberts 4472 OMB/ Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/21/04 Agenda Deadline: 04/06/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 63,961 Current Year Portion: \$ 21,320
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$ 152-04501-530340-
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$n/a/yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>4-12-04</u>
Risk Management	<u>4/7/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>4/7/04</u>
O.M.B./Purchasing	<u>4/7/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>4-12-04</u>
County Attorney	<u>4/8/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Bath</u>	<u>4/08/04</u>

Comments: In the future insurance is not to be in exhibit, but
should be specified in the body of the contract. SA

Contract for Services

THIS AGREEMENT, made and entered into this 21st day of April, 2004, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "Owner"), and Eagle Security, Inc , (hereinafter called the "Contractor").

WHEREAS, The Duck Key Security Advisory is desirous of having a contractor for security patrols and services in the security district; and

WHEREAS, The current contract is set to expire at 12:01 AM on April 30, 2004; and

WHEREAS, The Monroe County Board of County Commissioners as the governing body is authorized to enter into contracts on the Advisory Board's behalf; and

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the Owner and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the response to RFB and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF THE WORK

(a) The Contractor will provide on-site security services on the following schedule:

Daily 9:00 PM to 5:00 A.M. Monday through Friday, unless otherwise agreed to by the parties.

Friday, Saturday and Sunday 9:00 A.M. to 5:00 P.M. and 9:00 P.M. to 5:00 A.M., unless otherwise agreed to by the parties.

Holidays- Thanksgiving, Christmas, New Year's Day, Memorial Day, 4th of July and Labor Day - 9:00 A.M. to 5:00 P.M. and 9:00 P.M. to 5:00 A.M., unless otherwise agreed to by the parties.

(b) A minimum of four (4) drive through circuits of the entire Duck Key Security will be provided for each eight (8) hour shift.

(c) Door checks of all unoccupied residences will be made at least once every thirty (30) days with a minimum of twenty (20) random door checks provided each eight (8) hour shift. All door checks will be noted in the daily patrol report, unless otherwise agreed to by the parties.

(d) Daily patrol reports will be in duplicate. One copy will be retained by the Contractor; one copy will be provided to a designee of the Duck Key Security Advisory Board.

(e) Security personnel will be expected to report any unusual activity, remove trespassers, quiet noisy parties, and direct emergency vehicle and/or traffic and question suspicious activity. Contact with the Monroe County Sheriff's office will be made anytime situations occur which, in the judgment of security personnel, fall outside these parameters or when obvious illegal activity has taken place.

- (f) Excess water usage notifications found at unoccupied residences will be forwarded directly to the property owner by the contractor.
- (g) Additional security services may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services shall be billed at the normal hourly rate as specified in the contract.
- (h) The Duck Key Security District reserves the right to contract with other vendors or agencies from time to time for additional security services (i.e. Off-duty Sheriff's Deputies, Marine Patrol Officers or other private security providers.) Individual residents of the Duck Key Security District may also contract for additional security services either directly with the contractor or with a vendor of their choice.
- (i) Security personnel will not enter an unoccupied residence without an accompanying Monroe County Sheriff's Deputy.

Contractor shall provide services using the following standards, as a minimum requirement:

(j) Staffing

The Contractor shall maintain adequate staffing levels to provide the services required under the contract resulting from this RFB process.

The Contractor shall provide the County with an annual report, and other statistical reports as are required by law.

- (i) The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of or have any contractual relationship with the County.
- (ii) All personnel engaged in performing services under this contract shall be fully qualified, and, if required to be, authorized or permitted under State and local law to perform such services.

H. Contractor's Financial Records

- (i) The Contractor shall maintain financial records capable of being audited of all fines, restitution, and supervision fees received, expended and disbursed by the Contractor. An annual financial report audited and certified by a licensed Certified Public Accountant shall be provided to the County Clerk and to the Court Administrator or his designee within one hundred twenty (120) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under this contract. Notes to the financial statements shall disclose noncompliance with requirements of this contract concerning conflict of interests.
- (ii) The Contractor shall also record and maintain statistical data concerning the security patrols and services, and such additional information as may be required by the County. A quarterly report shall be submitted to the County Administrator.

- (iii) The Contractor shall retain all records pertaining to this contract for a period of five (5) years after the termination of this contract.
- (iv) The County, the Clerk, the State Auditor General, and agents thereof shall have access to Contractor's books, records, and documents required by this contract for the purposes of inspection or audit during normal business hours, at the Contractor's place(s) of business.

I. Public Records and Open Meeting Laws

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or the Court, to comply, when applicable, with Florida public records and open meeting laws.

J. PAYMENTS TO THE CONTRACTOR

- (i.) The contract is for \$63,961.60 per annum based on 4,208 hours of service at \$15.20 per hour.
- (ii.) The contractor shall submit to the County an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.
- (iii.) The contractor will submit such invoice monthly for services provided during the preceding month. The invoice will include a record of employee time worked and will differentiate time worked at the normal rate, time worked at the premium rate and additional time worked at the request of the advisory board.
- (iv.) Upon receipt of the contractor's invoice in the proper form as stipulated above and upon acceptance by the Clerk, Monroe County will make payment in accordance with the Florida Prompt Payment Act, Florida Statute 218.7.

3. TERM OF CONTRACT

The term of this contract is for one year, commencing on the 1st day of May, 2004, at 12:01 A.M. and ending on the 30th day of April, 2005 at 12:01 A.M. County has the option of renewing this contract for two (2) additional one-year terms. County shall provide Contractor at least thirty (30) days notice of its intent to renew.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the security district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the

Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.
- D. The Contractor agrees that the County Administrator may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
- E. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

5. HOLD HARMLESS AND INSURANCE

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INCKLST 1-5, as further detailed on forms WC1, GL1, GLS, GIR 1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department

6. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any

of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

7. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

8. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the County Court Administrative Judge. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

10. DISCLOSURE AND CONFLICT OF INTEREST

- A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.
- B. Upon execution of this contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

11. ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

12. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Office of Mgmt & Budget and
1100 Simonton St., Suite 2-213
Key West, FL 33040

County Attorney
PO Box 1026
Key West, FL 33041-1026

FOR CONTRACTOR:

Joe Fernandes
PO Box 522724
Marathon, FL 33052

13. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

14. TERMINATION

- A. The County may terminate this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

15. GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(SEAL)

Attest:

By: _____
WITNESS

Title: _____

CONTRACTOR

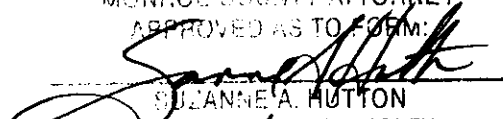
By: _____

Title: _____

By: _____
WITNESS

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 4/28/04

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

General Insurance Requirements
For Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

or

- A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County-prepared form entitled, "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT: Uniform Service**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT: Uniform Service**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT: Uniform Service**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage**

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT** _____

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract involves providing of guards and other security services on or off County property, the Contractor's General Liability Insurance policy must extend to, and be no less restrictive, than an acceptable Law Enforcement Liability policy specifically providing coverage for intentional acts, which coverage must include any violation of the constitutional right of any person for damages and attorney's fees under any one or more of the following civil rights statutes: 42 USCA 1981, 42 USCA 1982, 42 USCA 1983, 42 USCA 1985, 42 USCA 1986 and 42 USCA 1988.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GLS

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured**—If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	<u> X </u>	Workers' Compensation	Statutory Limits
WC1	<u> X </u>	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	<u> </u>	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	<u> </u>	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	<u> </u>	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	<u> </u>	Federal Jones Act	Same As Employers' Liability